

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION

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Policyholder:	Asante Health System
Employer(s):	Asante Health System Asante Physician Partners
Group Policy Number:	758416-D
Group Policy Effective Date:	01/01/2020
State of Issue:	Oregon

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The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your insurance is changed by an amendment to the Group Policy, we will provide the Policyholder or Employer with a revised Certificate and Summary Plan Description or other notice that will be available to you.

Possession of this Certificate and Summary Plan Description does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate and Summary Plan Description.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section and provision headings, and references to them, appear in boldface type.

**Your Certificate describes the insurance under the Group Policy. Please read your Certificate carefully.**

**THIS CERTIFICATE IS ISSUED UNDER A LIMITED BENEFIT POLICY THAT PROVIDES CRITICAL ILLNESS INSURANCE BENEFITS. THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT IS NOT INTENDED TO SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA) OR PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE ACA (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE"). IT DOES NOT PROVIDE COVERAGE FOR HOSPITAL, SURGICAL OR MAJOR MEDICAL EXPENSES.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT POLICY. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE" AVAILABLE FROM US.**

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO

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## COVERAGE FEATURES

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### Employer(s)

Asante Health System  
Asante Physician Partners

### Member

You are a Member if you are all of the following:

- A regular employee of the Employer working in the United States, other than a flexible workforce status.
- Actively At Work at least 20 hours each week.
- A citizen or resident of the United States.

You are not a Member if you are:

- A temporary or seasonal employee.
- A full time member of the armed forces of any country.
- A leased employee.
- An independent contractor.

### Class(es)

All Members

### Eligibility Waiting Period

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you became a Member.

### Premium Contributions

For you and your Child: Contributory

For your Spouse: Contributory

Contributory means you pay all or part of the premium for insurance.

### Coverage Amount

The Coverage Amount is the amount of insurance under the Group Policy. The Guarantee Issue Amount is the amount of insurance you may apply for without submitting Evidence Of Insurability. Coverage Amounts requiring Evidence Of Insurability are not effective until approved by us.

For Member: The amount you elect and we approve: \$15,000 or \$30,000.

For Child(ren): 50% of your Coverage Amount.

For Spouse: The amount you elect and we approve: \$8,000 or \$15,000.

Not to exceed 100% of your Coverage Amount.

Guarantee Issue Amount

For Member:	\$30,000
For Spouse:	\$15,000

## Amount Payable

### Table of Critical Illness Benefits

The amount payable is the percentage of the Coverage Amount in effect on the date of the Critical Illness. Subject to the Reoccurrence Benefit, only one Critical Illness is payable unless an initial diagnosis or recommendation, as required, for a different and subsequent Critical Illness is made at least 90 days after the preceding Critical Illness.

Cancer	100% of Coverage Amount
Carcinoma in Situ	25% of Coverage Amount
End-Stage Renal (Kidney) Failure	100% of Coverage Amount
Major Organ Failure	100% of Coverage Amount
Myocardial Infarction (Heart Attack)	100% of Coverage Amount
Severe Coronary Artery Disease With a Recommendation of Bypass Surgery	25% of Coverage Amount
Stroke	100% of Coverage Amount
Child Diseases	100% of Coverage Amount for Child
Reoccurrence Benefit	25% of Coverage Amount

If a Critical Illness Benefit is payable and there is a subsequent diagnosis or recommendation for the same Critical Illness, a Reoccurrence Benefit is payable if you and your Dependents meet both of the following:

- You and your Dependents have been continuously insured under the Group Policy between the initial and subsequent diagnosis or recommendation.
- You and your Dependents have served a 12 month Treatment Free Period during such continuous insurance.

A Reoccurrence Benefit is payable only once per each Critical Illness during your or your Dependent's lifetime.

Treatment Free Period means you or your Dependent have not done any of the following in connection with the Critical Illness:

- Consulted a physician or other licensed medical professional.
- Received medical treatment, services or advice.
- Undergone diagnostic procedures, including self-administered procedures.
- Taken prescribed drugs or medications.

Treatment Free Period does not include:

- Maintenance drug therapy (such as: ongoing antiplatelet regimens and statins; ongoing hormonal therapy, immunotherapy or chemoprevention therapy) that is intended to decrease the risk of Critical Illness reoccurrence.
- Routine follow-up visits with a Physician, including necessary tests (such as a stress treadmill) to verify whether or not a Critical Illness has reoccurred.

## Additional Benefits

You may select the Health Maintenance Screening Benefit for you and your Dependents.

Health Maintenance Screening Benefit	\$75
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**Additional Features**

Reinstatement

Continuity of Coverage

Continuation of Insurance for the Member

Continuation of Insurance for the Spouse

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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

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Name of Plan:	Group Critical Illness Insurance
Name, Address of Plan Sponsor:	Asante Health System 2650 Siskiyou Blvd Medford, OR 97504
Plan Sponsor Tax ID Number:	93-0223960
Plan Number:	510
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Plan Sponsor 541-789-4419
Name, Address of Registered Agent for Service of Legal Process:	Asante Health System
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Standard Insurance Company 1100 SW 6th Ave Portland OR 97204-1093
Sources of Contributions:	Member
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31



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## ELIGIBILITY AND ENROLLMENT

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### Becoming Insured

To become insured you must:

- Be a Member.
- Complete your Eligibility Waiting Period.
- Meet the requirements shown in **When Your Insurance Becomes Effective and Active Work Requirement**.
- Submit Evidence Of Insurability, if required.

### When Your Insurance Becomes Effective

The **Coverage Features** states whether insurance is Contributory or Noncontributory. Subject to the **Active Work Requirement**, your insurance becomes effective as follows:

Insurance Subject to Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the later of:

- The first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.
- The January 1 next following the Annual Enrollment Period during which we approved your Evidence Of Insurability.

Insurance Not Subject to Evidence Of Insurability

Contributory insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- The date you become eligible if you apply on or before that date.
- The date you apply if you apply within 31 days after you become eligible.
- The January 1 next following the Annual Enrollment Period if you apply during the Annual Enrollment Period.
- If you have a Family Status Change the later of:
  - The date of the Family Status Change if you apply on or before the date of the Family Status Change.
  - The date you apply if you apply within 31 days of the Family Status Change.
  - The January 1 next following the Annual Enrollment Period if you apply for the Family Status Change during the Annual Enrollment Period.

Annual Enrollment Period means the period designated each year by your Employer when you may apply for insurance or change insurance elections.

Family Status Change means any of the following events:

- Your marriage or divorce or dissolution of your Civil Union or Domestic Partner relationship.
- The birth of your Child.
- The adoption of a Child by you.
- The death of your Dependent.

- The commencement or termination of your Spouse's employment.
- A change in employment from full-time to part-time by your Spouse.
- A loss of critical illness insurance through your Spouse's employment.

## Evidence Of Insurability

Evidence Of Insurability will be required as follows:

- For Contributory insurance if you apply more than 31 days after you become eligible.
- For reinstatements, if required.
- If you were required to provide Evidence Of Insurability during a prior period of eligibility under the Group Policy and either:
  - You did not provide Evidence Of Insurability; or
  - We disapproved your Evidence Of Insurability.
- For any Coverage Amount in excess of the Guarantee Issue Amount.

Evidence Of Insurability will be waived to become insured for the Guarantee Issue Amount if:

- You have a Family Status Change; and you apply within 31 days of the Family Status Change.
- You apply during your Employer's Annual Enrollment Period.

However, we will not waive Evidence Of Insurability if you previously submitted Evidence Of Insurability and it was not approved by us.

## Changes in Your Insurance

You may apply in writing for any increase in your insurance.

Evidence Of Insurability for Contributory insurance will be required as follows:

- For increases in Coverage Amounts.
- If you were required to provide Evidence Of Insurability during a prior period of eligibility under the Group Policy and either:
  - You did not provide Evidence Of Insurability; or
  - We disapproved your Evidence Of Insurability.

Evidence Of Insurability will be waived in the following instances:

- For any increase in Coverage Amount not to exceed the Guarantee Issue Amount.
- You have a Family Status Change; and you apply for the increase up to the Guarantee Issue Amount within 31 days of the Family Status Change.

However, we will not waive Evidence Of Insurability if you previously submitted Evidence Of Insurability and it was not approved by us.

Subject to the **Active Work Requirement**, increases in your insurance become effective as follows:

Increases Subject to Evidence Of Insurability

Increases subject to Evidence Of Insurability become effective on the later of:

- The first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.
- The January 1 next following the Annual Enrollment Period during which we approved your Evidence Of Insurability.
- The date we approve your Evidence Of Insurability due to a Family Status Change.

Increases Not Subject to Evidence Of Insurability

Increases not subject to Evidence Of Insurability become effective on the later of:

- The January 1 next following the Annual Enrollment Period during which you apply for the increase.
- The date of your Family Status Change.

Decreases in Coverage Amounts become effective on:

- The first day of the calendar month coinciding with or next following the date the Policyholder or Employer receives your written request for the decrease.

### **Active Work Requirement**

If you are incapable of Active Work because of sickness, injury, or pregnancy on the day before the scheduled effective date of your insurance or increase in Coverage Amount under the Group Policy, such insurance will not become effective until the day after you complete 1 full day(s) of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if you meet all of the requirements shown below:

- You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day.
- You were Actively At Work on your last scheduled work day before the date of your absence.
- You were capable of Active Work on the day before the scheduled effective date of your insurance.

### **When Your Insurance Ends**

Insurance ends automatically on the earliest of the following:

- For Contributory insurance, the date you notify the Policyholder or your Employer in writing that coverage is to be terminated.
- The date the last period ends for which the premium was paid for your insurance.
- The date the Group Policy terminates unless you continue your insurance under the **Continuation of Insurance for the Member** provision.
- The first day of the calendar month following the date your employment terminates unless you continue your insurance under the **Continuation of Insurance for the Member** provision.
- The date you reach age 80.
- The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued with payment of premium:
  - During the first 60 days of a temporary or indefinite administrative leave of absence.
  - During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than 60 days.
  - During a leave of absence which is required by the federal or a state-mandated family or medical leave act or law.

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## **CHILD INSURANCE**

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### **When Child Insurance Becomes Effective**

Insurance for your Child becomes effective as follows:

- The date your insurance becomes effective if you have a Child on that date.
- The date you first acquire a Child, if you are insured on that date.

If you have more than one Child on the effective date, all are insured as of that date. While your insurance is in effect, each new Child becomes insured immediately.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member.

### Changes in Child Insurance

Increases or decreases resulting from changes in your Coverage Amounts will become effective for a Child on the effective date of your change.

### When Child Insurance Ends

Your insurance for a Child ends automatically on the earliest of:

- The date your insurance ends unless the Child insurance is continued under the **Continuation of Insurance for the Member** provision or **Continuation of Insurance for the Spouse** provision.
- The date the Child insurance terminates under the Group Policy unless the Child insurance is continued under the **Continuation of Insurance for the Member** provision or **Continuation of Insurance for the Spouse** provision.
- The date a Child ceases to meet the definition of Child.
- The date the Group Policy terminates unless the Child insurance is continued under the **Continuation of Insurance for the Member** provision.

## SPOUSE INSURANCE

### Eligibility for Spouse Insurance

You become eligible to insure your Spouse on the later of:

- The date you become eligible for insurance if you have a Spouse on that date.
- The date you acquire a Spouse, if you are insured on that date.

A Member may not be insured as both a Member and a Spouse.

### When Spouse Insurance Becomes Effective

The **Coverage Features** states whether your Spouse insurance is Contributory or Noncontributory. You must apply in writing for Contributory Spouse insurance and agree to pay premiums.

#### Spouse Insurance Subject to Evidence Of Insurability

Spouse insurance subject to Evidence Of Insurability becomes effective on the later of:

- The first day of the calendar month coinciding with or next following the date we approve Evidence Of Insurability for your Spouse;
- The January 1 next following the Annual Enrollment Period during which we approved Evidence Of Insurability for your Spouse.

Spouse insurance will not become effective if you were required to submit Evidence Of Insurability and either:

- You did not submit Evidence Of Insurability.
- We disapproved your Evidence Of Insurability.

## Spouse Insurance Not Subject to Evidence Of Insurability

Contributory Spouse insurance becomes effective on:

- The date your insurance becomes effective if you apply on or before that date to insure your Spouse.
- The date you apply to insure your Spouse.
- The January 1 next following the Annual Enrollment Period if you apply during the Annual Enrollment Period.
- If you have a Family Status Change, the later of:
  - The date of the Family Status Change if you apply on or before the date of the Family Status Change.
  - The date you apply, if you apply within 31 days of the Family Status Change.
  - The January 1 next following the Annual Enrollment Period if you apply during the Annual Enrollment Period.

## Evidence Of Insurability

Evidence Of Insurability will be required for your Spouse as follows:

- For Contributory insurance if you apply more than 31 days after you become eligible for Spouse insurance.
- For reinstatements, if required.
- If Evidence Of Insurability was required for your Spouse during a prior period of eligibility under the Group Policy and either:
  - Evidence Of Insurability was not provided for your Spouse; or
  - We disapproved Evidence Of Insurability for your Spouse.
- For any Coverage Amount in excess of the Spouse Guarantee Issue Amount.

Evidence Of Insurability will be waived to become insured for the Guarantee Issue Amount if:

- You have a Family Status Change; and you apply within 31 days of the Family Status Change.
- You apply during your Employer's Annual Enrollment Period.

However, we will not waive Evidence Of Insurability if you previously submitted Evidence Of Insurability for your Spouse and it was not approved by us.

## Changes in Spouse Insurance

You may apply in writing for any increase in your Spouse insurance.

Evidence Of Insurability for Contributory insurance will be required as follows:

- For increases in Coverage Amounts.
- If Evidence Of Insurability was required for your Spouse during a prior period of eligibility under the Group Policy and either:
  - Evidence Of Insurability was not provided for your Spouse; or
  - We disapproved Evidence Of Insurability for your Spouse.

Evidence Of Insurability will be waived in the following instances:

- For any increase in your Spouse's Coverage Amount not to exceed the Spouse Guarantee Issue Amount.

- For additional insurance due to a plan change.
- For any increase in Coverage Amount not to exceed the Guarantee Issue Amount if:
  - You have a Family Status Change; and you apply for the increase within 31 days of the Family Status Change.

However, we will not waive Evidence Of Insurability if you previously submitted Evidence Of Insurability for your Spouse and it was not approved by us.

Increases in your Spouse's insurance become effective as follows:

#### Spouse Insurance Increases Subject to Evidence Of Insurability

Increases in your Spouse's insurance subject to Evidence Of Insurability become effective on the later of:

- The first day of the calendar month coinciding with or next following the date we approve Evidence Of Insurability for your Spouse.
- The January 1 next following the Annual Enrollment Period during which we approved Evidence Of Insurability for your Spouse.
- The date we approved Evidence Of Insurability for your Spouse due to a Family Status Change.

#### Spouse Insurance Increases Not Subject to Evidence Of Insurability

Increases in your Spouse's insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- The date you apply for the increase.
- The January 1 next following the Annual Enrollment Period during which you apply for the increase.
- The date of your Family Status Change.

Decreases in your Spouse's Coverage Amounts become effective on:

- The first day of the calendar month coinciding with or next following the date the Policyholder or Employer receives your written request for the decrease.

### When Spouse Insurance Ends

Your insurance for a Spouse ends automatically on the earliest of:

- The date your insurance ends unless Spouse insurance is continued under the **Continuation of Insurance for the Member** provision or **Continuation of Insurance for the Spouse** provision.
- The date Spouse insurance terminates under the Group Policy, unless Spouse insurance is continued under the **Continuation of Insurance for the Member** provision or **Continuation of Insurance for the Spouse** provision.
- The date a Spouse ceases to meet the definition of Spouse.
- The date the last period ends for which the premium was paid for your Spouse insurance.
- The date the Group Policy terminates, unless Spouse insurance is continued under the **Continuation of Insurance for the Member** provision.
- The date your Spouse reaches age 80.

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## CRITICAL ILLNESS BENEFITS

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### Insuring Clause

If you or your Dependent incur a Critical Illness or meet the requirements for the Additional Benefits while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss.

### Critical Illness Definitions

Cancer means an initial diagnosis of any malignant tumor or neoplasm with histological confirmation, characterized by the uncontrolled growth of malignant cells and invasion of tissue beyond the initial tissue (invasive).

The diagnosis must:

- Be made while insured under the Group Policy.
- Be made by a Physician who is board certified as a pathologist or oncologist.
- Be based on pathological or clinical evidence.

Cancer includes:

- Leukemia
- Lymphoma
- Sarcoma
- Malignant melanoma
- Other skin malignancies that have been histologically classified as having caused invasion beyond the epidermis with a Clark's level III or greater, Breslow's depth of 0.75mm or greater, or AJCC TNM stage II or greater are included.

Conditions that are not invasive cancer are not included. Such conditions include, but are not limited to:

- All cancers which are histologically classified as pre-malignant, non-invasive, carcinoma in situ, having borderline malignancy, or having low malignant potential.
- Benign tumors or polyps.
- Early prostate cancer that is histologically classified as T1N0M0 or equivalent staging.
- Chronic lymphocytic leukemia that is histologically classified as Rai Stage 0 or Binet Stage A.
- Any skin cancer not previously incorporated in this definition, including:
  - Cutaneous lymphoma.
  - Melanoma that is histologically classified as Clark's level I or II; Breslow's depth of less than 0.75mm; or AJCC TNM stage 0 or I.

Carcinoma in Situ means an initial diagnosis of cancer in which the tumor or cells still lie within the tissue of origin without invading neighboring tissue or regional lymph nodes.

The diagnosis must:

- Be made while insured under the Group Policy.
- Be made by a Physician who is board certified as a pathologist or oncologist.
- Be based on pathological or clinical evidence.

Carcinoma in Situ includes, but is not limited to:

- Early prostate cancer that is histologically classified as T1N0M0 or equivalent staging.
- Chronic lymphocytic leukemia that is histologically classified as Rai Stage 0 or Binet Stage A.
- Cutaneous lymphoma.
- Melanoma not invading the reticular (lower) dermis that is histologically classified as one of the following:
  - Clark's level I or II.
  - Breslow's depth of less than 0.75mm.
  - AJCC TNM stage 0 or I.

Carcinoma in Situ does not include: lesser skin malignancies (such as basal cell and squamous cell carcinomas,) pre-malignant lesions, intraepithelial neoplasia, benign tumors or polyps.

End-Stage Renal Failure means an initial diagnosis of chronic and end-stage irreversible failure of both kidneys to function, as a result of which the need for regular, at least weekly and for longer than 6 months, kidney dialysis or kidney transplant is recommended to sustain life.

The diagnosis and recommendation must:

- Be made while insured under the Group Policy.
- Be made by a board certified nephrologist.

Major Organ Failure means an initial diagnosis of irreversible failure of the heart, liver, lung, small intestine, or pancreas as a result of a disease and, for which a transplantation of the organ(s) or tissue from a suitable human donor is required.

The diagnosis must:

- Be made while insured under the Group Policy.
- Be made by a Physician.
- Be based on clinical evidence of major organ failure of an organ(s) or tissue and requires that your or your Dependent's condition meet the criteria for placement on the registry with the Organ Procurement and Transplantation Network/United Network for Organ Sharing (OPTN/UNOS) or its medically recognized successor organization.

If you or your Dependent do not meet the criteria for placement on the registry because your or your Dependent's condition is too far advanced or you or your Dependent are too ill to proceed with a transplant, this requirement will not apply.

Myocardial Infarction is commonly known as a heart attack and means an episode of rapid onset of chest pain that required immediate medical attention and with an initial diagnosis of death of a portion of the heart muscle as a result of inadequate blood supply to the heart.

The diagnosis must:

- Be made while insured under the Group Policy.
- Be made by a Physician.
- Be based on new changes consistent with an evolving infarction on electrocardiogram (EKG) and concurrent with elevation of infarction specific enzymes, troponins or other biochemical markers accepted to be indicative of an acute Myocardial Infarction. In the event of death, an autopsy or death certificate indicating Myocardial Infarction as the cause will apply.

Myocardial Infarction does not include a heart attack that occurred during a medical procedure or due to alcohol or drug abuse. Other acute coronary syndromes, including but not limited to angina, are not included.

Severe Coronary Artery Disease with a Recommendation of Bypass Surgery means a narrowing or blockage of the arteries and vessels that provide oxygen and nutrients to the heart that result in an initial diagnosis of



severe coronary artery disease which results in a Physician's recommendation of bypass surgery. Severe Coronary Artery Disease with a Recommendation of Bypass Surgery includes but is not limited to: open heart surgery to increase the flow of blood through the coronary arteries.

The diagnosis and recommendation must:

- Be made while insured under the Group Policy.
- Be made by a Physician who is board certified as a cardiologist or cardiac surgeon.
- Be based on a clinical diagnosis.

Severe Coronary Artery Disease does not include: angioplasty, stenting, percutaneous coronary intervention, or laser procedures.

If a Physician has recommended bypass surgery but you are too ill to proceed with the recommended surgery, the requirement that bypass surgery be recommended will not apply.

Stroke means an initial diagnosis of: a cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism or thrombosis producing measurable, neurological deficit, which is expected to be permanent.

The diagnosis must:

- Be made while insured under the Group Policy.
- Be made by a Physician assigning a Modified Rankin Scale score of 4 (moderately severe disability) or greater.
- Be based on objective clinical evidence of brain tissue damage using current neuroimaging tests, including but not limited to: Computed Tomography scan (CT); Magnetic Resonance Imaging (MRI); Positron Emission Tomography scan (PET); arteriography; or angiography.

Stroke does not include Transient Ischemic Attack (TIA) and traumatic injury to brain tissue or blood vessels.

## **Child Diseases**

Means any of the following Critical Illnesses where an initial diagnosis is made while the Child is insured under the Group Policy or the initial diagnosis was made prior to birth and you were insured under the Group Policy and the Child became insured at birth:

Anal Atresia means a malformation of the anus and rectum.

The diagnosis must:

- Be made at birth with a physical examination, abdominal x-ray, ultrasound or Magnetic Resonance Imaging (MRI); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating this congenital defect.
- Include a recommendation for surgical intervention.

Anencephaly means an incomplete development of the brain, skull and scalp (neural tube defects).

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound, amniocentesis, or a serum folic acid test.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified Physician who specializes in treating the congenital defect.

Biliary Atresia means a blockage in the bile duct tubes inhibiting bile flow from the liver to the gallbladder.

The diagnosis must:

- Be made by a diagnostic test, including but not limited to: abdominal x-ray; ultrasound; blood tests (to check total and direct bilirubin levels); Hepatobiliary iminodiacetic acid (HIDA) scan; cholescintigraphy; liver biopsy; and x-ray of the bile ducts (cholangiogram); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgical intervention.

Cerebral Palsy means a group of disorders affecting development of movement, muscle tone and posture causing activity limitation, attributed to an insult to the immature, developing brain, most often before birth.

The diagnosis must:

- Be made during Childhood.
- Be made by a Physician who is board certified as a neurologist.

Cerebral Palsy does not include other similar conditions such as: degenerative nervous disorders, genetic diseases, muscle diseases, metabolic disorders, nervous system tumors, coagulation disorders, or other injuries or disorders which delay early development, but can be outgrown.

Cleft Lip means a physical split or separation of the two sides of the upper lip appearing as a narrow opening or gap in the skin of the upper lip where the separation often extends beyond the base of the nose and includes the bones of the upper jaw and/or upper gum.

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound or a sample of amniotic fluid (amniocentesis).
- Be made by a board certified pediatrician, neonatologist or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgery to ensure the Child's ability to eat, speak, hear and breathe and to achieve a normal facial appearance.

A Critical Illness Benefit is not payable for a Cleft Lip if a Cleft Palate is payable.

Cleft Palate means a split or opening in the roof of the mouth. A cleft palate can involve the hard palate (the bony front portion of the roof of the mouth), and/or the soft palate (the soft back portion of the roof of the mouth).

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound or a sample of amniotic fluid (amniocentesis).
- Be made by a board certified pediatrician, neonatologist or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgery to ensure the child's ability to eat, speak, hear and breathe and to achieve a normal facial appearance.

Club Foot means a range of foot abnormalities in which the foot is twisted out of shape or position. The tissues connecting the muscles to the bone (tendons) are shorter than usual.

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound or a sample of amniotic fluid (amniocentesis).
- Be made by a board certified pediatrician, neonatologist or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation of corrective techniques such as the Ponseti method and French/Functional method, or corrective surgery.

Coarctation of the Aorta means the severe narrowing of the aorta, causing a decrease in blood flow to the lower part of the body.

The diagnosis must:

- Be made at birth with a physical examination and diagnostic testing, including but not limited to: chest radiography; barium esophagography; cardiac catheterization or electrocardiography (ECG); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via a fetal echocardiography.
- Be made by a board certified pediatrician, neonatologist, pediatric cardiac surgeon or other board certified physician who specializes in treating the congenital defect.

Cystic Fibrosis means an inherited, life-threatening disorder that affects the cells that produce mucus, sweat and digestive juices that causes severe damage to the lungs and digestive system.

The diagnosis must:

- Be made during Childhood based on appropriate diagnostic measures, including but not limited to, a sweat test with results of chloride concentrations greater than 60 mmol/L; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via diagnostic amniocentesis, chorionic villus biopsy or a blood or saliva sample.
- Be made by a Physician who is board certified as a pediatrician or pulmonologist.

Diaphragmatic Hernia means an abnormal opening in the diaphragm allowing the abdominal organs (stomach, spleen, liver, and intestines) to appear in the chest cavity, impeding the lung tissue on the affected side to completely develop.

The diagnosis must:

- Be made at birth by physical examination with symptoms including, but not limited to: irregular chest movements; absent breath sounds on affected side; bowel sounds heard in the chest or abdomen feels less full on examination by touch (palpation); respiratory distress (retractions, cyanosis, grunting respirations); rapid heart rate (tachycardia); and chest x-ray; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via a fetal echocardiography.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating this congenital defect.
- Include a recommendation for surgical repair.

Down's Syndrome means an extra full or partial copy of chromosome 21.

The diagnosis must:

- Be made during Childhood.
- Be made by a Physician who is board certified as a pediatrician.

Gastroschisis means a defect in the anterior abdominal wall through which the abdominal contents protrude (abdominal herniation).

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound or a sample of amniotic fluid (amniocentesis).
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgical intervention.

Hirschsprung's Disease means a disorder of the abdomen where part or all of the large intestine (colon) or antecedent parts of the gastrointestinal tract have no nerves and cannot function which creates an obstruction.

The diagnosis must:

- Be made at birth with a physical examination or diagnostic testing including but not limited to: abdominal x-ray using a contrast dye (barium or other); anal manometry test; rectal biopsy; or barium enema; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgical intervention.

Hypoplastic Left Heart Syndrome means severely underdeveloped structures on the left side of the heart unable to support the circulation needed by the body's organs.

The diagnosis must:

- Be made at birth with a physical examination or shortly thereafter with symptoms including, but not limited to: blue or purple tint to lips, skin and nails (cyanosis), difficulty breathing, difficulty feeding, and lethargy (sleepy or unresponsive) or via diagnostic testing including but not limited to: electrocardiogram; chest x-ray; pulse, cardiac catheterization; or cardiac Magnetic Resonance Imaging (MRI); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via a fetal echocardiography.
- Include a recommendation of a heart transplantation with reconstruction via the Norwood (Stage I), Glenn (Stage II) and Fontan (Stage III) procedures or a hybrid procedure (combination of surgery and catheter-based treatment).
- Be made by a board certified pediatrician, neonatologist, pediatric cardiac surgeon or other board certified physician who specializes in treating this congenital defect.

Infantile Hypertrophic Pyloric Stenosis means a narrowing (stenosis) of the opening from the stomach to the first part of the small intestine (duodenum) due to enlargement (hypertrophy) of the muscle surrounding this opening (pylorus) resulting in violent projectile vomiting.

The diagnosis must:

- Be made at birth with a physical examination or diagnostic testing including, but not limited to: upper gastrointestinal series, abdominal ultrasound and/or blood tests; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound or a sample of amniotic fluid (amniocentesis).
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for the surgical intervention of pyloromyotomy.

Muscular Dystrophy means a group of genetic diseases characterized by progressive weakness and degeneration of the skeletal or voluntary muscles that control movement.

The diagnosis must:

- Be made by a Physician who is board certified as a neurologist.
- Be based on testing methods, including but not limited to: Electromyography; muscle biopsy; nerve conduction tests; or blood enzyme tests.

Omphalocele means the organs remained enclosed in visceral peritoneum (membrane) and protrude out of the navel.

The diagnosis must:

- Be made at birth with a physical examination; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via ultrasound.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating this congenital defect.
- Include a recommendation of surgical intervention.

Patent Ductus Arteriosis (PDA) means a persistent opening between two major blood vessels leading from the heart.

The diagnosis must:

- Be made at birth with a physical examination or diagnostic testing, including but not limited to: echocardiogram; chest x-ray; electrocardiogram; cardiac catheterization; cardiac Computerized Tomography (CT); or Magnetic Resonance Imaging (MRI).
- Be made by a board certified pediatrician, neonatologist, pediatric cardiac surgeon or other board certified physician who specializes in treating the congenital defect.

Spina Bifida Cystica with Myelomeningocele means a malformation of the vertebrae around the spinal cord.

The diagnosis must:

- Be made at birth with a physical examination or a diagnostic test (Magnetic Resonance Image (MRI) or Computed Tomography (CT) scan); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via diagnostic prenatal tests: blood test (maternal serum quadruple or triple screen), high resolution fetal ultrasound, or amniocentesis.
- Be made by a board certified pediatrician, neonatologist, pediatric surgeon or other board certified physician who specializes in treating the congenital defect.
- Include a recommendation for surgical intervention.

Tetralogy of Fallot means four heart defects (a large ventricular septal defect (VSD, pulmonary infundibular stenosis, right ventricular hypertrophy, and an overriding aorta) with a recommendation of surgical repair.

The diagnosis must:

- Be made at birth with a physical examination or shortly thereafter with symptoms including, but not limited to: heart murmur; blue or purple tint to lips, skin and nails (cyanosis); difficulty in feeding; failure to gain weight; retarded growth and physical development; dyspnea on exertion; clubbing of the fingers and toes; polycythemia; or "tet spells"; or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero.
- Be made by a board certified pediatrician, neonatologist, pediatric cardiac surgeon or other board certified physician who specializes in treating the congenital defect.

Transposition of the Great Arteries means a transposition of the pulmonary artery and aorta resulting in a cyanotic heart defect (decreased oxygen in the blood being pumped to the rest of the body).

The diagnosis must:

- Be made at birth with a physical examination or shortly thereafter with symptoms including, but not limited to: blue or purple tint to lips, skin and nails (cyanosis), shortness of breath, clubbing of the fingers or toes and poor feeding or via diagnostic testing of at least one of the following: cardiac catheterization; chest x-ray; electrocardiography (ECG); echocardiogram and Pulse oximetry (to check blood oxygen level); or prior to birth while you are insured under the Group Policy with an initial diagnosis in utero via a fetal echocardiography.
- Be made by a board certified pediatrician, neonatologist, pediatric cardiac surgeon or other board certified physician who specializes in treating the congenital defect.

## **Additional Benefits**

### **Health Maintenance Screening Benefit**

We will pay a Health Maintenance Screening Benefit if you or your Dependent meet all of the following requirements:

- A Health Maintenance Screening Procedure is performed.

Health Maintenance Screening Procedures are limited to the following:

- Abdominal aortic aneurysm ultrasound.

- Ankle Brachial Index (ABI) screening for peripheral vascular disease.
- Biopsies for cancer.
- Bone density screening.
- Breast ultrasound.
- Cancer antigen 125 blood test for ovarian cancer (CA 125).
- Cancer antigen 15-3 blood test for breast cancer (CA 15-3).
- Carcinoembryonic antigen blood test for colon cancer (CEA).
- Colonoscopy.
- Complete Blood Count (CBC).
- Comprehensive Metabolic Panel (CMP).
- Electrocardiogram (EKG).
- Hemocult stool analysis.
- Hemoglobin A1C.
- Human Papillomavirus (HPV) vaccination.
- Lipid panel.
- Mammography.
- Pap smears or thin prep pap test.
- Prostate specific antigen (PSA) test.
- Stress test on a bicycle or treadmill.

We will pay a Health Maintenance Screening Benefit for 1 day(s) per insured person per Calendar Year.

Calendar Year means the period from January 1 through December 31 of the same year.

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## EXCLUSIONS

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### General Exclusions

Benefits are not payable if Critical Illness is caused or contributed to by any of the following:

- War or act of War. War means declared or undeclared war, whether civil or international, insurrection, and any substantial armed conflict between organized forces of a military nature.
- Attempted suicide or other intentionally self-inflicted injury, while sane or insane.
- Committing or attempting to commit an assault, felony, or act of terrorism, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
- The voluntary use or consumption of any poison, chemical compound, drug, or alcohol in excess of the legal limit in the state in which the Critical Illness occurred, unless used or consumed according to the directions of a Physician.
- Initial diagnosis outside of the United States.
- Elective surgery or other procedure which:

- Does not promote the proper function of your or your Dependent's body or prevent or treat sickness or injury.
- Is directed at improving your or your Dependent's appearance, unless such surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or disfigurement.

This exclusion will not apply to a Critical Illness caused or contributed to by your or your Dependent's donation of an organ or tissue.

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## ADDITIONAL FEATURES

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### Reinstatement

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- If your insurance ends because you cease to be a Member and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- If your insurance ends because you fail to make the required premium contribution, you and your Spouse must provide Evidence Of Insurability to become insured again.
- If you ceased to be a Member under the Group Policy and continued insurance under the **Continuation of Insurance for the Member** provision and you become a Member again within 90 days, your insurance will be for the coverage and amount which you continued under the **Continuation of Insurance for the Member** provision on the day before you become a new Member.

In no event will insurance be retroactive.

### Continuity of Coverage

#### Waiver of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of the Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See the **Active Work Requirement**.

### Continuation of Insurance for the Member

#### Eligibility for the Member

You become eligible to continue your or your Dependent's insurance on the date one of the following events occurs:

- Your employment terminates with your Employer.
- The Group Policy terminates.
- Your insurance ends because you are no longer a Member.

You are not eligible to continue insurance under this provision if:

- You are disabled.
- You are age 80 or older.

#### Application, Amount of Insurance, and Premium Payment

You must apply in writing and pay the first premium to us within 31 days after the date you become eligible. Your and your Dependent's continued insurance will be the same insurance provided under the Group Policy on the day before you become eligible under this Continuation of Insurance for the Member. You may decrease the insurance, but cannot increase the insurance.

You will be directly billed for all premiums due if you have applied for and been approved for continuation of coverage under this provision. If premium is not paid on or before the Premium Due Date stated below it may be paid during the Grace Period as stated below. Your or your Dependent's insurance will remain in force during the Grace Period. You are liable for premium for insurance during the Grace Period.

The Premium Due Date is the first day of each calendar month.

The Grace Period is 60 days from the Premium Due Date.

#### When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

- The date the last period ends for which you made the premium payment.
- The date you die, however your Spouse may apply to continue insurance under the **Continuation of Insurance for the Spouse** provision below.
- The date you become a full-time member of the armed forces of any country.
- With respect to your Child's insurance, the date the Child ceases to meet the definition of Child.
- The date you reach age 80, however, if your Spouse has not reached age 80, your Spouse may apply for continuing insurance under the **Continuation of Insurance for the Spouse** provision below.
- The date you are sentenced by a court for any reason to a penal or correctional institution, however your Spouse may apply to continue insurance under the **Continuation of Insurance for the Spouse** provision below.
- With respect to your Spouse's insurance, the date the Spouse ceases to meet the definition of Spouse.
- With respect to coverage for your Dependent, the date your Dependent is sentenced by a court for any reason to a penal or correctional institution.
- The date you become insured again as a Member under the Group Policy.

Once insurance continued under this provision ends it cannot be reinstated. Except as provided above, insurance continued under this provision is subject to all other terms of the Group Policy.

#### **Continuation of Insurance for the Spouse**

##### Eligibility for Your Spouse:

Your Spouse becomes eligible to continue insurance on the date one of the following events occurs:

- Your insurance terminates due to your death and your Spouse has not reached age 80.
- You are legally divorced from your Spouse or your Domestic Partnership or Civil Union is legally dissolved.
- Your continued insurance under the provision above ends because you reach age 80 and your Spouse has not reached age 80.
- Dependent insurance is no longer provided under the Group Policy.
- Your continued insurance under the provision above ends because you are sentenced by a court for any reason to a penal or correctional institution.

Except as provided below, all provisions and terms of the Group Policy apply to insurance continued under this **Continuation of Insurance for the Spouse** provision. In the event your Spouse continues insurance under this **Continuation of Insurance for the Spouse** provision, "you" and "your" will refer to your Spouse in **Exclusions, Claims and Benefit Payment, and General Provisions.**

Your Spouse is not eligible to continue insurance for your Child under this provision if the Child is insured under your insurance. Your Spouse is not eligible to continue insurance under this provision if your Spouse is 80 or older.



## Application, Amount of Insurance, and Premium Payment

Your Spouse must apply in writing and pay the first premium to us within 31 days after the date your Spouse becomes eligible.

Your Dependent's continued insurance will be the same insurance provided under the Group Policy or your continued insurance on the day before your Spouse became eligible for continued insurance. Your Spouse may decrease the insurance, but cannot increase the insurance.

Your Spouse will be directly billed for all premiums due if your Spouse has applied and been approved for continuation of insurance under this provision. If premium is not paid on or before the Premium Due Date stated below it may be paid during the Grace Period as stated below. Dependent insurance will remain in force during the Grace Period. Your Spouse is liable for premium for insurance during the Grace Period.

The Premium Due Date is the first day of each calendar month.

The Grace Period is 60 days from the Premium Due Date.

## When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

- The date the last period ends for which your Spouse made a premium payment.
- The date your Spouse dies.
- The date your Spouse becomes a full-time member of the armed forces of any country.
- With respect to a Child's insurance, the date the Child ceases to meet the definition of Child.
- With respect to a Dependent's insurance, the date your Dependent is sentenced by a court for any reason to a penal or correctional institution.
- The date your Spouse reaches age 80.
- The date your Spouse is insured as a Member under the Group Policy.

Once insurance continued under this provision ends it cannot be reinstated.

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## CLAIMS AND BENEFIT PAYMENT

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### Filing a Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### Time Limits on Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the Critical Illness. For Additional Benefits, Proof Of Loss must be provided within 90 days after meeting the requirements for the Additional Benefits. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

### Proof Of Loss

Proof Of Loss means written proof that a Critical Illness or entitlement to an Additional Benefit occurred:

- For which the Group Policy provides benefits.
- Which is not subject to any exclusions.
- Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof of Loss satisfactory to us.

### **Investigation of Claim**

We reserve the right to investigate a claim at any time at our expense, including an examination conducted by specialists of our choice. In case of death, we have the right and opportunity to request an autopsy, except where prohibited by law.

### **Notice of Decision on Claim**

We will evaluate a claim for benefits promptly after we receive it. Within 30 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; and (b) when we expect to decide the claim.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- A description of any additional information needed to support the claim.
- Information concerning the claimant's right to a review of our decision.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

### **Review Procedure**

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial of the claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; and (b) when we expect to decide the claim on review.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

### **Time of Payment**

We will pay benefits within 30 days after Proof Of Loss is satisfied.

### **Payment of Benefits**

Benefits will be paid to you. Any benefits remaining unpaid at your death will be paid as shown below.

Benefits will be paid in equal shares to the first surviving class of the classes below.

- Your Spouse.
- Your children.
- Your parents.
- Your brothers and sisters.
- Your estate.

### **Reimbursement**

We reserve the right to recover any benefits that you or your Dependent or a claimant were paid but not entitled to under the terms of the Group Policy, state or federal law.

You or your Dependent, or a claimant or beneficiary must immediately reimburse us in full.

### **Unpaid Premium**

Any unpaid premium due for your or your Dependent's Critical Illness Insurance under the Group Policy may be recovered by us. Any Critical Illness Benefits payable to you or your Dependent, a claimant, a beneficiary or legal representative will be applied to reduce the amount of any unpaid premiums prior to paying you or your Dependent, a claimant, a beneficiary or a legal representative.

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## **GENERAL PROVISIONS**

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### **Assignment**

The rights and benefits under the Group Policy may not be assigned.

### **Time Limits on Legal Actions**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- The date we receive Proof Of Loss.
- The time within which Proof Of Loss is required to be given.

### **Incontestability of Insurance**

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- The insurance would not have been approved if we had known the truth.
- We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

## Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- Cause a person to become insured.
- Invalidate insurance under the Group Policy otherwise validly in force.
- Continue insurance under the Group Policy otherwise validly terminated.

## Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of us. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

## Misstatement of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on the following:

- The amount of insurance based on the correct age.
- The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

## Misstatement of Tobacco Use

If a person's use of tobacco has been misstated, we have the right to make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on the following:

- The amount of insurance based on the correct tobacco use status.
- The difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

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## DEFINITIONS

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### Activities of Daily Living

- Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.
- Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.
- Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.
- Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.
- Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.
- Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

### Child

Child means one of the following:

- Your child from live birth until age 26.

- Your adopted child until age 26.
- Your stepchild, foster child, dependent grandchild, and the child of your Spouse until age 26.
- A child for whom you are the court appointed legal guardian until age 26.
- Your child, stepchild, foster child, dependent grandchild, and the child of your Spouse who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

Child does not include a person who is eligible for insurance as a Member. A Child does not include a full-time member of the armed forces of any country.

#### Childhood

From birth through age 12.

#### Dependent(s)

Your Spouse, your Child, or your Spouse or Child, or your Spouse and Child.

#### Eligibility Waiting Period

The period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

#### Employer

An employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

#### Evidence Of Insurability

You or your Spouse must:

- Complete and sign our medical history statement.
- If required by us, sign our form authorizing us to obtain information about the applicant's health.
- Undergo a physical examination, if required by us, which may include blood testing.
- Provide any additional information about the applicant's insurability that we may reasonably require.

#### Group Policy

The group critical illness insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group critical illness insurance certificates with the same Group Policy Number, and any amendments to the policy or certificates.

#### Hands-on Assistance

The physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

#### Limb

The entire arm from shoulder to fingers, or the entire leg from hip to toes.

#### Physician

An individual who is licensed by the state as an M.D. or D.O. and acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

#### Prior Plan

A critical illness insurance plan which is replaced by coverage under the Group Policy and which is the Policyholder's group critical illness insurance plan in effect on the day before the effective date of the Group Policy.

## Spouse

Spouse means:

- A person to whom you are legally married.
- A person who is party to a Civil Union with you. Civil Union means a civil union established according to applicable law.
- Your Domestic Partner. Domestic Partner means an individual with whom you have established a domestic partnership in accordance with the laws or regulations of a jurisdiction that recognizes domestic partnerships; or an individual you have identified as a domestic partner under your Employer's domestic partnership policy, if applicable.

Spouse does not include a full-time member of the armed forces of any country.

## Standby Assistance

The presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).

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## ERISA INFORMATION AND NOTICE OF RIGHTS

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### **Grant of Discretion**

Your Plan Sponsor has delegated to us the discretion to determine eligibility for benefits and to construe and interpret the terms and provisions of the Group Policy, subject to any and all remedies that may exist under State and Federal law.

### **Statement of Your Rights under ERISA**

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

#### **Right to Examine Plan Documents**

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### **Right to Obtain Copies of Plan Documents**

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### **Right to Receive a Copy of Annual Report**

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### **Right to Review of Denied Claims**

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

#### **Obligations of Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

#### **Enforcing ERISA Rights**

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal

fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Plan and ERISA Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U. S. Department of Labor, 200 Constitution Avenue N. W. , Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.